



ಬೆಂಗಳೂರು ನೀರು ಸರಬರಾಜು ಮತ್ತು ಒಳಚರಂಡಿ ಮಂಡಳಿ

BANGALORE WATER SUPPLY AND SEWERAGE BOARD

Office of the Chief Engineer (K-O&M), 6th Floor, Cauvery Bhavan, K.G.Road, Blore-560 009.

BWSSB/CE(K-O&M)TE/TA01/81/2022/ ೨೧೪ /2023-24.

Date: 05/6/2023

Addendum No.1

(Through Karnataka public procurement Portal)

<https://kppp.karnataka.gov.in>

Name of the Work: Project Management Consultancy Services including Construction Supervision for Supplying, Fabrication and Laying of Raw Water Transmission Main of 3000mm Dia MS Pipeline from Shiva Balancing Reservoir (SBR) to Netkal Balancing Reservoir (NBR) for a Length of 6.15km

Repliers to Pre-Bid Quarries, Pre-Bid Meeting Dt:31.05.2023

IFT No. No.BWSSB/CE(K-O&M)/ACE(k-O&M)-1/81/2022/125 /2023-24 Dt:19.05.2023

Sl.No.	Tender Clause and Page No.	Existing Clause	Queries	Replies
1	SECTION: 2 INFORMATI ON TO CONSULTA NTS (ITC), CI No: 2.9 Page No: 7	Consultants Key persons CV's already engaged in any other BWSSB projects shall not be considered for Technical Proposal, same will be treated Nil in evaluation.	We understand that the consultant's key experts who are engaged in other BWSSB projects are not allowed to be proposed in this proposal. Please clarify & confirm.	Tender Conditions prevails

2	SECTION2: INFORMATI ON TO CONSULTA NTS (ITC), CI No: 4.4 (e) Page No: 8	e. Replacement during execution period shall not be permitted other than natural calamities like, death or sever health issues. In such cases only penalty of on each replacement will not be charged	Due to the current volatile market conditions and high employee attrition rates, requesting to kindly remove this Clause. Kindly consider	Tender Conditions prevails
3	SECTION2: INFORMATI ON TO CONSULTA NTS (ITC), Part 2: Financial Proposal CI No: 4.9 Page No: 9	Consultancy services comes under Pure Services and hence GST is not applicable as per guidelines.	1. Kindly clarify whether GST is applicable for this work. 2. We understand that Bidders are to Quote the Financial Bid excluding GST. Kindly Confirm. 3. In the event of GST being applicable in future, will the client pay the GST with the prevailing rates. Kindly Confirm.	As the consultancy services comes under pure services hence GST is not applicable. In the event of GST being applicable in future, GST will be paid as per applicable law at the Prevailing Rates
4	10 Performance Security, Page No: 11	The successful Consultant shall furnish performance security of 5% of the cost (fee) in the form of Bank guarantee and the same will be returned only after successful completion of the Assignment. Bank Guarantee shall be issued either by a nationalized bank /schedule bank payable at Bangalore.	As per Govt. of India, Circular.No.F.9/4/2020-PPD, Ministry of Finance, Dept. of Expenditure, Procurement Policy Division, dtd:12.11.2020. <i>As per Rule 171 of General Financial Rules (GFRs) 2017, Performance Security is to be obtained from the successful bidder awarded the contract for an amount of five to ten percent of the value of the contract to ensure due performance of the contract. Similar provisions also exist in the Manual for Procurement of Works 2019 and Manual for Procurement of Consultancy & other Services 2017 issued by this Department. The Government is in receipt of many</i>	Tender Conditions prevails

representations that on account of slowdown in economy due to the pandemic, there is acute financial crunch among many commercial entities and contractors, which in turn is affecting timely execution of the contracts. It has also been represented that this may affect the ability of contractors to bid in tenders and hence reduce competition. Requests are being received for reduction in quantum of Security Deposits in the Government contracts.

*In view of all above, it is decided to reduce Performance Security from existing 5-10% to **3% of the value of the contract for all existing contracts.** However, the benefit of the reduced Performance Security will not be given in the contracts under dispute wherein arbitration/ court proceedings have been already started or are contemplated.*

We request you to consider Performance Security of 3% of the contract price for this Consultancy assignment in the form of Bank Guarantee obtained from a Nationalized Bank / Scheduled Bank payable at Bangalore.

5	Schedule of Payment, Page No: 16	<table><tr><th colspan="3">Breakup of activities:</th></tr><tr><th>Item No.</th><th>Particulars</th><th>Percentage to be released of total amount</th></tr><tr><td>1</td><td>Review of Contractor's designs and drawings</td><td>40%</td></tr><tr><td>2</td><td>Construction/ Laying of Pipeline Supervision and Monitoring</td><td>60%</td></tr><tr><td></td><td>Total</td><td>100% of Contract price</td></tr></table> Item-1- Review of Contractor's designs and drawings: 35 % of Contract price Item-2 - Construction Supervision and Monitoring-65 % of Contract Price	Breakup of activities:			Item No.	Particulars	Percentage to be released of total amount	1	Review of Contractor's designs and drawings	40%	2	Construction/ Laying of Pipeline Supervision and Monitoring	60%		Total	100% of Contract price	There is an ambiguity in the payment percentage mentioned, Review of Contractor's designs and drawings: 40% of Contract price Construction Supervision and Monitoring- 60% of Contract Price. We understood that it is 40 % & 60 % respectively. Kindly clarify and confirm. We are also requesting to consider making the Consultant's payment within 30 days after the receipt by the Client. Kindly Consider.	Corrigendum-1 is issued
Breakup of activities:																			
Item No.	Particulars	Percentage to be released of total amount																	
1	Review of Contractor's designs and drawings	40%																	
2	Construction/ Laying of Pipeline Supervision and Monitoring	60%																	
	Total	100% of Contract price																	
6	Appendix B-2: Firm's References, Page No: 22	Relevant Services Carried Out in the Last Five Years That Best Illustrate Qualifications	We understand that similar Project carried out in last 10 years is considered for evaluation. Kindly clarify & confirm.	Under Appendix B-2: Firm's References, Page No: 22 shall be read as :-Relevant Services Carried Out in the Last Ten Years That Best Illustrate Qualifications															

11	Page no: 36. Note- S. No: 8	No Mobilization payment is admissible under the PMC.	Kindy consider 10% of the Contract Value as Mobilization advance against submission of Advance Bank guarantee. Kindly Confirm.	Tender conditions prevail.
12	CI No: 3.3.1 Liability of the Consultants, Page NO: 48	Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be as provided by the Applicable Law.	Kindly consider the maximum Liability under this Consultancy contract shall be limited to 5% of the Consultancy Contract amount. Please Confirm.	Tender conditions prevails.
13	General	General	Kindly consider price adjustment/escalation if the project extends beyond the 22 months due to delay from contractor, we understand that the additional payment will be paid with price adjustment. Kindly confirm. Please consider.	Tender conditions prevails.
14	General	Legal Clauses.	We request you to include the following Legal clauses: • No Party shall be liable for anything done or omitted to be done by it in connection with the performance of any duties or responsibilities consultants under this Contract, except for its' own wilful misconduct or as expressly provided by applicable law. • The Disputes which could not be mutually resolved in reasonable time shall be resolved through binding	Not Applicable

7	Appendix Financial Proposal Submission Form, Page No: 30	Appendix C-1: Financial Proposal Submission Form Appendix C-2: Financial Proposal (price bid) APPENDIX C 3: SUMMARY OF COSTS	Please confirm whether this form is to be submitted in the portal. Kindly confirm.	Tender Conditions prevails
8	Cl 8.0 Conditions, V Page No: 34	Due to any reason whatsoever beyond the control of client, if the work extend beyond 24 months based on the situation, BWSSB may take appropriate action in this regard and Consultants shall not claim extra financial implication up to next 12 months.	We request you for considering additional fee if the work extend beyond 22 months, based on mutual agreement between BWSSB and Consultant. This would help in reducing financial burden on the Consultant and smooth completion of the project. Kindly include suitable clause.	Conditions, V, Page No: 34, clause 8 shall be read as Due to any reason whatsoever beyond the control of client, if the work extend beyond 22 months based on the situation, BWSSB may take appropriate action in this regard and Consultants shall not claim extra financial implication up to next 12 months.
9	9.0 The Qualification and Experience Required for Key Staff, Page No: 35	9.0 The Qualification and Experience Required for Key Staff	Kindly indicate the approximate person months envisaged for the key staff positions. Please clarify.	Addendum-2 is issued.
10	SECTION -6: TERMS OF REFERENCE (TOR)	Note: 5. Administrative staff personnel (as per consultant requirement) are also not evaluated in Technical Proposal. But the financials of these positions are not considered in Financial Proposal.	We understand that administrative staff is not required for this service. Please confirm.	Tender conditions prevail.

			Arbitration to be conducted under Indian Arbitration and Conciliation Act, 1996. • Either Party shall indemnify the other Party and its officers, directors, employees or agents against the adverse effects of all claims including claims by third parties which arise out of or in connection with this Agreement including any made after the completion or the termination of this Agreement. • Any work done in addition to the agreed scope of work shall be charged extra. • The successful consultant may Suspend its' Services under the Contract, if it is not paid as per the Terms and Conditions of this Contract. If such Suspension continues for 30 calendar days, TCE may Terminate this Contract.	
15	General.	General.	Kindly consider Including the following in the Format of Agreement Schedule: VALIDITY OF COMPENSATION - The compensation as detailed in this Contract shall remain valid up to *****. Should the Consultant's services for its' scope of work	Not Applicable

			under this Contract get extended beyond this date due to any reasons not under the control or responsibility and hence not attributable to the Consultant, the said compensation for remaining portion of Consultant's scope of work to be performed during the extended period shall be escalated at ** percent per calendar year or part thereof.	
16	General.	General.	Kindly consider Including the following in the Format of Agreement Schedule: The Bidder has considered ____ no. of revisions and ____ no. of hard copy deliverables in its' quoted price. Any additions to it shall be charged extra.	Not Applicable
17	General.	General.	Kindly consider Including the following in the Format of Agreement Schedule: INDEMNITY - Either Party shall indemnify the other Party and its officers, directors, employees or agents against the adverse effects of all claims including claims by third parties which arise out of or in connection with this Agreement including any made after the completion or the termination of this Agreement.	Not Applicable

18	General	General.	Kindly include the information on No. of revisions & hard copy deliverables in Contract price. Additions to it should be charged extra to Client.	Not Applicable
19	LAST DATE AND TIME FOR RECEIPT OF TENDERS	Last Date and Time For Receipt Of Tenders 07/06/2023 at 16:00 Hrs	We request you to kindly consider extending the last date of bid submission by at least 2 weeks from the issue of Minutes of the Pre-bid meeting.	Corrigendum –02 is issued.
20	APPENDIX-1 Specific criteria, Clause 1	The firm shall have Minimum annual Turnover of Rs.191 Lakhs in each of the last five financial years (from 2018-19 to 2022-23)	The Firm shall have Minimum Annual Turnover of Rs.191 Lakhs in any one Financial Year during last Five Financial Years (From 2018- 19to2022-23) or Average Turnover of Rs191 Lakhs in Last three Financial Years	Tender conditions prevails
21	APPENDIX-1 Specific criteria, Clause 2	AtLeast1(one) water supply Pipeline Project in last ten years of total cost not less than Rs.14000Lakhs	1(one)water supply Pipeline Project in last Ten years of total cost not less than Rs.500 Lakhs	Tender conditions prevails
22	APPENDIX-1 Specific criteria, Clause 2	The scope of Projects includes Preparation/review of designs, Detailed engineering and construction supervision/Project management services, commissioning of water supply Transmission Pipe Line project through competitive bidding in India	Have Expertise in same scope as a TPQC in Government Sector and PMC in Private sector Please accept.	Tender conditions prevails

23	APPENDIX-1 Specific criteria, Clause 3	The Consultancy firm as a sole (without JV) should have experience in Project Management Services (Including Construction Supervision) and Design / Review, Detailed engineering of at least one MS pipeline Water Supply System having diameter 2700 mm and length 2.68 km in last 10 years	The Consultancy firm as a sole (without JV) should have experience in Project Management Services (Including Construction Supervision) and Design / Review, Detailed engineering/TPQA&QC of at least one MS pipeline Water Supply System having diameter 2700mm and Above in any water Department In last 10years	Tender conditions prevails
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Chief Engineer (K-O&M)

BWSSB